

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

MEETING DATE: May 19, 2004 DIVISION: Public Works

BULK ITEM: Yes x No DEPARTMENT: Animal Control

AGENDA ITEM WORDING: Approval of renewal agreement with Stand Up for Animals, Inc. for operation of the Big Pine Key and Marathon Animal Shelters in the amount of \$223,265.20 per year.

ITEM BACKGROUND: Per the attached, the contractor wishes to renew the agreement and has requested an increase (1.7% CPI increase, or \$3,665.20 over the current year's contract of \$215,600.00, plus an additional \$4,000 for attorney's fees). This is the final renewal option available under the contract.

PREVIOUS RELEVANT BOCC ACTION: On June 19, 2002, the Board awarded bids under a split contract between the FKSPCA and SUFA. On May 21, 2003, the Board approved the 2nd year renewal, and on August 20, 2003, the Board approved an amendment to increase the hours of operation.

CONTRACT/AGREEMENT CHANGES: Renew term of contract for one additional year, increase contract amount by \$7,665.20 (CPI increase of \$3,665.20 plus \$4,000 for attorney's fees), and amend list of County vehicles assigned to the Contractor.

STAFF RECOMMENDATION: Approval as stated above.

TOTAL COST: \$223,265.20 BUDGETED: Yes: x No:

COST TO COUNTY: Same SOURCE OF FUNDS: ad valorem

REVENUE GENERATED: Yes No x

APPROVED BY: Co. Atty.: x OMB/Purchasing: JP x Risk Management: x

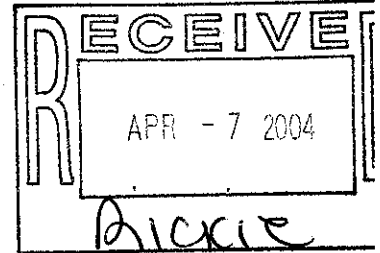
DIVISION DIRECTOR APPROVAL:  5/13/04
Dent Pierce

DOCUMENTATION: INCLUDED: x TO FOLLOW: NOT REQUIRED:

DISPOSITION: AGENDA ITEM #: D-15



Stand Up for Animals, Inc.



Beth Leto, Sr. Administrator
Public Works
1100 Simonton St., Rm. 2-231
Key West, FL 33040

April 5, 2004

Dear Beth,

In response to your letter of March 25 noting that our contract is set to expire on June 30, 2004, please note that Stand Up for Animals wishes to renew our contractual agreement to operate the Marathon and Big Pine shelters for the year July 1, 2004 through June 30, 2005.

This year, we would like to request an increase of 1.7% of our current budget (\$3,665.20) to cover the increased costs of medical insurance as well as to offer an increase in salary to our employees. We did not request a CPI increase last year because we were able to adequately meet our proposed budget. This year, however, we would like to request this increase in order to cover the increased cost of insurance as well as afford a cost of living pay raise for SUFA employees that have been with our company for 18 months or more.

In addition, SUFA would like to request an additional \$4,000 to cover attorney fees for animal-related cases. We had initially assumed legal coverage would be provided by the county attorney's office as SUFA is the appointed agent to enforce county and state statutes. The county attorney's office, however, has informed us that they will not provide this service. SUFA has therefore assumed the cost of procuring private attorney services, which is an expense that we did not anticipate in our original budget.

If you have questions or concerns regarding the budget increases or any other matter, please do not hesitate to contact me. We look forward to continuing to serve Monroe County.

Yours,

Linda Gottwald, N.D.

Director, Stand Up for Animals, Inc.

Marathon

10550 Aviation Blvd
Marathon, FL 33050
Tel: 743-3779
Fax: 305-743-5660

Big Pine Key

279 Industrial Rd.
Big Pine Key, FL 33043
Tel: 872-3412
Fax: 305-743-5660

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: STAND UP FOR ANIMALS, INC. Contract # _____
 Effective Date: 07/01/2004
 Expiration Date: 06/30/2005

Contract Purpose/Description: Operation of the Big Pine Key and Marathon Animal Shelters

Contract Manager: Beth Leto 4560 Public Works - #1
 (Name) (Ext.) (Department/Stop #)

for BOCC meeting on May 19, 2004 Agenda Deadline: May 4, 2004

CONTRACT COSTS

Total Dollar Value of Contract: \$223,265.20 Current Year Portion: \$55,816.30
 Budgeted? Yes ☒ No ☐ Account Codes: 001-21000-530340
 Grant: \$ _____
 County Match: \$ _____

ADDITIONAL COSTS

Estimated Ongoing Costs: \$ n/a /yr. For: _____
 (Not included in dollar value above) (e.g., maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u>5/3/04</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Chris Quinn</u>	<u>5/3/04</u>
Risk Management	<u>4/22/04</u>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<u>Bill Johnson</u>	<u>4/22/04</u>
O.M.B./Purchasing	<u>4/22/04</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Sheila A Baker</u>	<u>4/23/04</u>
County Attorney	<u>4/23/04</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Suzanne Applethorpe</u>	<u>4/27/04</u>

Comments: Insurance requirements in contracts can no longer
be referenced as an exhibit. They must be included in the
body of the contract. The same language from the can be used
in the body of the contract
But do we want to renew the contract? Suzanne (Bad conditions reports)
OK - renewal only -
will be consistent on new
contract

RENEWAL AGREEMENT

(Operation of the Big Pine Key and Marathon Animal Shelters)

This renewal agreement is made and entered into this _____ day of _____, 2004, between the BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, (County) and STAND UP FOR ANIMALS, INC. (Contractor) in order to renew that certain agreement entered into on June 19, 2002, as renewed on May 21, 2003, and amended on August 20, 2003, as follows:

1. In accordance with Section 4 - RENEWAL, this agreement is hereby renewed for one additional year.
2. The term of this renewal agreement shall be for a twelve (12) month period beginning July 1, 2004, and ending at 12:00 midnight on June 30, 2005.
3. Section 9 is amended to read as follows:

"9. PAYMENT: The total compensation to be paid to the Contractor in consideration of its services under this Agreement shall be \$223,265.20 per annum (\$215,600 plus 1.7% CPI increase of \$3,665.20, plus \$4,000 for attorney's fees). The County shall pay the Contractor on a per month in arrears basis in an amount equal to 1/12 of the total cost of the contract, or \$18,605.43 per month. The Contractor shall provide a monthly invoice on the 1st day of each month to the Division of Public Works, and payment shall be made on or about the 1st day of the following month."
4. Section 11 is amended to reflect that the two (2) County vehicles currently assigned to the Contractor are as follows:
 1. 1995 Ford F150 Pick Up Truck (Unit 0910/061); and
 2. 2004 Ford F150 Heritage Truck (Unit 0910/082).
5. In all other respects, the original agreement between the parties dated June 19, 2002, as renewed on May 21, 2003, and amended on August 20, 2003, remains in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal, the day and year first written above.

(Seal)

Attest: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

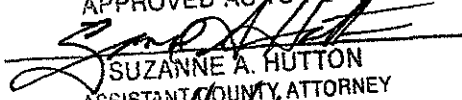
By _____
Deputy Clerk

By _____
Mayor/Chairman

STAND UP FOR ANIMALS, INC.

By: _____
President

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM


SUZANNE A. HUTTON
ASSISTANT COUNTY ATTORNEY
Date 9/27/04

Amendment to Agreement
(Operation of Big Pine Key and Marathon Animal Shelters)

This amendment to agreement is made and entered into this 20th day of August, 2003, between the BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, (County) and STAND UP FOR ANIMALS, INC. (Contractor), in order to amend that certain agreement dated June 19, 2002, as amended, as follows:

1. Section 19 concerning hours of operations is amended to read as follows:

"19. HOURS OF OPERATIONS:

At a minimum, the Shelters shall be open to the public as follows:

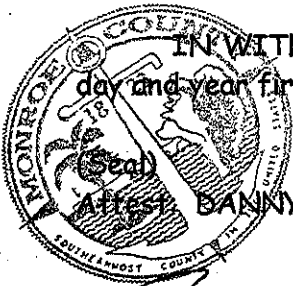
Marathon: 9:00 a.m. to 5:00 p.m., Eastern time, Tuesday through Friday (closed Monday) and from 9:00 a.m. to 3:00 p.m., Eastern time, on Saturdays and Sundays;

Big Pine: 9:00 a.m. to 12:00 p.m., Eastern time, Wednesday through Saturday.

Hours of operation may be adjusted only upon mutual written consent of the County and the Contractor."

2. In all other respects, the original agreement between the parties dated June 19, 2002, as amended, remains in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal, the day and year first written above.



Attest: **DANNY L. KOLHAGE, CLERK**

By: *Camela Hancock*
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: *Legia M. Spehar*
Mayor/Chairman

STAND UP FOR ANIMALS, INC.

By: *Linda Fettwald*
President

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:

Suzanne A. Hutton
SUZANNE A. HUTTON
ASSISTANT COUNTY ATTORNEY
Date: 8/05/03

RENEWAL AGREEMENT
(Operation of the Big Pine Key and Marathon Animal Shelters)

This renewal agreement is made and entered into this 21st day of May, 2003, between the **BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA**, (County) and **STAND UP FOR ANIMALS, INC.** (Contractor) in order to renew that certain agreement entered into on June 19, 2002, as follows:

1. In accordance with Section 4 – RENEWAL, this agreement is hereby renewed for one additional year.
2. The term of this renewal agreement shall be for a twelve (12) month period beginning July 1, 2003, and ending at 12:00 midnight on June 30, 2004.
3. Section 11 is amended to read as follows:

"11. VEHICLES: The County hereby leases to the Contractor two (2) County vehicle currently assigned to the Shelter identified as follows:

1. A 1995 Ford F150 Pick Up Truck (Unit #0920/497); and
2. A 1995 Ford F150 Pick Up Truck (Unit #0910/061)

The Contractor shall be responsible for payment of all fuel, oil, and other supplies necessary to operate said vehicles. In addition, the Contractor shall be responsible for repairs to said vehicles and shall maintain them in accordance with the maintenance schedule attached hereto as Exhibit "B." The Contractor shall provide receipts to the Director of Public Works or his designee to document and verify that the required maintenance has been performed. The County shall have the right to inspect the vehicles at any reasonable time."

4. In all other respects, the original agreement between the parties dated June 19, 2002, remains in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal, the day and year first written above.

(Seal)
Attest: **DANNY L. KOLHAGE, CLERK**

By: *Daniel C. DeSantis*
Deputy Clerk

**BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA**

By: *W. J. M. Spahr*
Mayor/Chairman

STAND UP FOR ANIMALS, INC.

By: *Jennifer L. Heston*
President

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY.

BY: *Suzanne A. Hutton*
SUZANNE A. HUTTON

DATE: 5/06/03

AGREEMENT
for
OPERATION OF BIG PINE KEY AND MARATHON
ANIMAL CONTROL

This agreement is entered into this 19th day of June, 2002, by and between the BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, a political subdivision of the State of Florida, (hereinafter called "County"); and STAND UP FOR ANIMALS, INC., a non-profit organization existing under the laws of the State of Florida, (hereinafter called "Contractor");

WITNESSETH:

The County hereby authorizes the Contractor to operate the Big Pine Key and Marathon Animal Control Shelters, (hereinafter called "Shelters") located at Industrial Road, Big Pine Key, and 10600 Aviation Boulevard, Marathon, Florida, and to provide complete animal control and enforcement services from Mile Marker 16.7 (the Harris Channel Bridge) through Mile Marker 69 (up to MM 70), including the Cities of Marathon, Key Colony Beach and Layton, (hereinafter called "Service Area"), according to the following terms and conditions:

1. SCOPE OF SERVICES:

- a. Contractor will fully staff, operate and perform all functions of the Shelters, as further identified in the training manual to be prepared by Contractor; said training manual will be reviewed and approved by the Director of Public Works or his designee prior to implementation.
- b. Contractor shall secure, maintain and pay all applicable fees for any permits and licenses necessary to operate the Shelters.
- c. Contractor shall cooperate with the Monroe County Health Department and follow all local and state laws, regulations and procedures, including but not limited to F.A.C. 10D-3.091, Procedures for Control of Specific Communicable Diseases and Chapter 64B16-29, Animal Control Shelter Permits. Contractor shall strictly adhere to inoculation requirements for staff and volunteers.
- d. The Contractor shall provide that all animal control officers complete the mandatory certification program outlined by F.S. 828.27 (40 hours of training curriculum approved by the Florida Animal Control Association); said training shall be completed on a timely basis after a 90-day probationary period. The Contractor is to provide the Director of Public Works, or his designee, with copies of the Animal Control Officer Training Program Certificates.
- e. The Contractor will receive and properly confine all animals that are brought to the Shelters or which become the responsibility of the Shelters. All animals in the custody of the Contractor shall have a constant supply of fresh water and be fed a diet appropriate for their species, breed, age and physical condition.

f. The Contractor shall provide appropriate care for sick and injured animals in its custody and shall obtain the services of a veterinarian who is licensed by and in good standing with the Board of Veterinary Medical Examiners for the State of Florida for consultations and/or professional services.

g. The Contractor shall maintain the Shelters, including kennel area, cages and euthanasia room, and all equipment in a clean, safe, and sanitary manner.

h. The Contractor shall provide the personnel and materials necessary to humanely euthanize all animals designated for euthanasia by the supervisors or designees of the Shelters. The primary drug to be utilized for euthanasia shall be sodium pentobarbital, and the Contractor shall administer euthanasia to those animals designated for destruction in a humane manner and consistent with state and county laws and regulations. The Contractor's personnel who perform euthanasia will have appropriate certificates attesting to the employee's authority to perform euthanasia, and copies of the certificates will be forwarded to the Director of Public Works or his designee.

i. The Contractor shall ensure that rabies inoculations will be given to all adopted and redeemed animals as required by law.

j. The Contractor shall provide heartworm testing to all adoptable dogs, provide deworming to all adoptable animals, and shall have a program in place for flea and tick control. Contractor shall provide feline leukemia virus and feline infectious virus testing for all adoptable kittens and cats and shall not adopt out any cat testing positive for either highly infectious disease.

k. The Contractor will provide an adoption service through the Shelters for the purpose of securing suitable homes for adoptable animals. The Contractor shall follow appropriate criteria to insure that each companion animal is given a suitable home through basic screening procedures that evaluate both the animal to be released and the potential adopter in an effort to assure that the animals adopted are being placed in long-term homes. The screening procedures shall be reviewed periodically by the Director of Public Works or his designee as to form and practicality. All adoptable animals will be available for inspection by the public during normal working hours.

l. The Contractor will issue license certificates for dogs as required by the Monroe County Code and collect the established fees therefor. The Contractor will be responsible for determining that all requirements have been satisfied by an applicant prior to issuing a license certificate and shall remit all fees therefor to the County. These license certificates are separate from rabies certificates, which must be provided for adopted animals.

2. ENFORCEMENT SERVICES:

The Contractor will provide complete animal control and enforcement services within the Service Area described above, including, but not limited to:

A. Emergency services (24-hours per day/7-days a week) for Priority One calls which are:

1. Injured animal;

L.S.M.
10/22/02

2. Bite cases; person bit by any warm-blooded creature;
3. Animal bites to other animals;
4. Wild animal in home;
5. Dangerous dog investigations;
6. Animal cruelty investigations;
7. Law enforcement requests.

- B. Patrolling service area on a regular and consistent basis;
- C. Picking up dogs that are running at-large;
- D. Picking up cats captured in cat traps;
- E. Non-emergency animal pick up from residential homes during normal operating hours;
- F. Picking up dead animals along County or City rights-of-way and arrange for proper disposal in accordance with all applicable laws, regulations and ordinances;
- G. Disposing of any animals that are euthanized or that expire while in the care, custody, or control of the Contractor, in accordance with all applicable laws, regulations and ordinances.
- H. Investigating all reports of violation of local and state ordinances and regulations relating to animal control and, when warranted by the facts, issue citations and/or prosecute all persons charged with violation of said ordinances and regulations, which includes representing Monroe County in court proceedings when required. Further, upon termination of this agreement, the Contractor shall complete all cases originated by Contractor including representing the County in court if necessary.
- I. Complying with all applicable County ordinances and regulations as well as the laws of the State of Florida.

3. TERM OF AGREEMENT:

This agreement shall be for a twelve (12) month period beginning July 1, 2002, and ending at 12:00 midnight on June 30, 2003. The term of this agreement shall be renewable in accordance with Section 4.

4. RENEWAL:

The County shall have the option to renew this agreement after the first year, for two (2) additional one-year periods. The contract amount agreed to herein may be adjusted annually in accordance with the percentage change in the Consumer Price Index (CPI) for all urban consumers (CPI-U) for the most recent 12 months available.

5. ASSIGNMENT:

The Contractor shall not assign nor subcontract its duties under this agreement without the prior written approval of the County.

6. TERMINATION WITHOUT CAUSE:

The County may terminate this agreement without cause by providing the Contractor with written notice of termination at least sixty (60) days prior to the date of termination.

7. TERMINATION WITH CAUSE:

The County may terminate this agreement for cause if the Contractor shall default in the performance of any of its obligations under this agreement. Default shall include the occurrence of any one of the following events and same is not corrected to the satisfaction of the County within fifteen (15) days after the County provides the Contractor with written notice of said default:

- a. Failure to provide food or water for animals in the custody of Contractor.
- b. Failure to procure appropriate veterinary care for any sick or injured animal in the custody of the Contractor.
- c. Failure to administer euthanasia in a humane manner.
- d. Failure to maintain the Shelter in a clean, safe and sanitary manner.
- e. Breach of any other term, condition or requirement of this agreement.

8. UTILITIES:

The Contractor shall be responsible for payment of all utility charges for the Shelter. All utility accounts will be held in the Contractor's name.

9. PAYMENT:

The total compensation to be paid to the Contractor in consideration of its services under this Agreement shall be \$215,600.00 per annum. The County shall pay the Contractor on a per month in arrears basis in an amount equal to 1/12 of the total cost of the contract, or \$17,966.66 per month. The Contractor shall provide a monthly invoice on the 1st day of each month to the Division of Public Works, and payment shall be made on or about the 1st day of the following month.

10. FUNDING AVAILABILITY

In the event that funds are partially reduced or cannot be obtained or continued at a level sufficient to allow for the purchase of the services contemplated, then the contract may be terminated immediately at the option of the County upon written notice of termination being delivered in person or by mail to the Contractor. The County will not be obligated to pay for any services provided by the Contractor after the Contractor has received written notice of immediate termination.

11. VEHICLES:

The County hereby leases to the Contractor two (2) County vehicles currently assigned to the Shelters identified as follows:

1. A 1994 Ford F150 Pick Up Truck (Unit No. 0910/055);
2. A 1995 Ford F150 Pick Up Truck (Unit No. 0910/063)

The Contractor shall be responsible for payment of all fuel, oil, and other supplies necessary to operate said vehicles. In addition, the Contractor shall be responsible for repairs to said vehicles and shall maintain them in accordance with the maintenance schedule attached hereto as Exhibit "A." The Contractor shall provide receipts to the Director of Public Works or his designee to document and verify that the required maintenance has been performed. The County shall have the right to inspect the vehicles at any reasonable time.

12. INSURANCE REQUIREMENTS:

The Contractor will provide insurance coverage as described in the Risk Management Policy and Procedures Contract Administration Manual attached hereto and marked Exhibit "B."

13. FEES AND REPORTS:

The Contractor shall collect and remit to the County all funds that are collected for fees, license certificates, citations, penalties, adoptions, etc. In this regard, the Contractor shall issue receipts and keep appropriate records of all funds received and shall provide the Director of Public Works or his designee with copies of daily cash reconciliation forms, daily bank deposit information and original license certificates that are issue on a bi-weekly basis. All funds must be deposited into specific Monroe County bank accounts, and all requests for waiver of any fines or fees owed to the County must be submitted in writing on the County-approved affidavit form to the Director of Public Works or his designee, said affidavit form is attached hereto and marked Exhibit "C." The Contractor shall only charge fees as outlined in Monroe County Resolution No. 496-2000, as same may be amended from time to time; said Resolution is attached hereto and marked Exhibit "D." The Contractor shall not charge any other fees for services at the Shelter unless authorized by the County to do so. Further, the Contractor shall provide the Director of Public Works or his designee with copies of all bite reports and citations that are issued on a bi-weekly basis as well.

14. DONATIONS:

The Contractor shall issue receipts and keep appropriate records of all donations received at the Shelters by Contractor. Said donations shall be used by Contractor only for the benefit of shelter animals or animals for which Contractor provides spay/neuter or other services, and shall not be used to defray or reduce County funding in the future. In the case of donations solicited by third parties on behalf of the Contractor, the donating entity must make its financial records pertaining to the donated funds available to representatives of the Contractor and the County during regular business hours (Monday through Friday, 9:00 a.m. to 5:00 p.m., excluding holidays) in order to insure that all monies collected on behalf of the Contractor, minus an amount not to exceed 5% of the

total collected for administrative expenses, are in fact donated to the Contractor for the benefit of shelter animals. If a prospective donating entity is unwilling or unable to comply with the foregoing requirement, then the Contractor may not accept any donations from that entity.

15. FACILITIES AND EQUIPMENT:

The Contractor hereby accepts the Shelter facilities and equipment in "as is" condition, and the Contractor shall allow the County to inspect said facilities and equipment at any reasonable time. In addition, all operating supplies and any additional equipment such as catch-all sticks, cages and the like shall be the responsibility of the Contractor.

16. INVENTORY:

Prior to commencement of the service contemplated herein, the County shall perform an inventory of all supplies, materials, medicines and equipment at each Shelter and the inventory lists prepared therefrom shall be signed by both parties hereto.

17. MAINTENANCE:

The Contractor shall maintain and be responsible for the costs of repairs to the Shelters' buildings, grounds, and equipment in order to keep same in proper working condition. Prior to commencement of repairs, the County must be notified, in writing, of repairs estimated to cost over \$1,000.00. If such repairs are approved by the County, the Contractor shall pay the first \$1,000.00 of cost regardless of the total cost of said repairs.

18. IMPROVEMENTS OR MODIFICATIONS TO FACILITIES:

No improvements or modifications may be made to the Shelters, appurtenances, or surrounding properties without the prior written approval of the County.

19. HOURS OF OPERATIONS:

At a minimum, the Shelters shall be open to the public as follows:

Marathon: 9:00 a.m. to 5:00 p.m., Eastern Time, Monday through Friday, and from 10:00 a.m. to 12:00 p.m., Eastern Time, on Saturdays;

Big Pine: 9:00 a.m. to 11:00 a.m., Eastern Time, Mondays, Tuesdays and Fridays.

Hours of operation may be adjusted only upon mutual written consent of the County and the Contractor.

20. INDEPENDENT CONTRACTOR:

At all times and for all purposes, the Contractor, its agents and employees are strictly considered to be independent contractors in their performance of the work contemplated hereunder. As such, the Contractor, its agents and employees shall not be entitled to any of the benefits, rights or privileges of County employees.

21. HURRICANE OR OTHER NATURAL DISASTER:

In the event of a hurricane or other natural disaster, the Contractor shall make its best efforts to properly house and care for all animals. In this regard, the Contractor shall designate at least three (3) employees who will be able to remain in the County to care for the animals during and after the disaster, and the Contractor will supply those employees' names, addresses and telephone numbers to the County Administrator who may, at his discretion, require the Contractor to have the listed employees remain in the County during and after a Category 1, 2 or 3 Hurricane or natural disaster.

22. FUNDRAISING:

The Contractor may use the Shelters for fundraising or for selling merchandise after its items have been reviewed and approved by the Director of Public Works or his designee. Requests for events shall be requested by the Contractor in writing and approved by the County Administrator in writing. Funds raised by the Contractor from fundraising or events at the Shelters shall only be used to benefit the shelter animals or animals for which Contractor provides spay/neuter or other services, and shall not be used to defray or reduce County funding in the future.

23. NON-DISCRIMINATION:

The Contractor shall not discriminate against any person on the basis of race, creed, color, national origin, sex or sexual orientation, age, physical handicap, or any other characteristic or aspect which is not job related when recruiting, hiring, promoting, terminating or any other area affecting employment under this agreement. At all times, the Contractor shall comply with all applicable laws and regulations with regard to employing the most qualified person(s) for positions under this agreement. Additionally, the Contractor shall not discriminate against any person on the basis of race, creed, color, national origin, sex or sexual orientation, age, physical handicap, financial status or any other characteristic or aspect in regard to providing services hereunder.

24. INSPECTION OF BOOKS AND FACILITIES/AUDIT/ACCOUNTING:

The Contractor shall maintain the financial records in accordance with generally accepted accounting principles, and allow the County to inspect its books and records and the shelter facilities at any reasonable time. In addition, the Contractor shall, at its expense, provide the County with an annual audit prepared by an independent Certified Public Accountant. Contractor shall retain all records pertaining to this agreement for a period of three years after term expires.

25. MEDICAL RESEARCH:

In no event shall any animals under the care, custody, or control of the Contractor be given, bartered or sold to any medical research company.

26. CAT/RACCOON TRAPS:

The County hereby leases its cat/raccoon traps to the Contractor for the Contractor to rent to the public upon payment of a deposit fee. All deposit fees collected by Contractor shall be returned to the renter upon return of the trap or, if the trap is not returned to

Contractor, the deposit fee will be retained by the Contractor in order to purchase replacement traps. At the end of this agreement, the Contractor will return the same number of cat/raccoon traps to the County as the County had provided at the beginning of this agreement. Nothing herein shall preclude Contractor from purchasing and renting its own cat and raccoon traps.

27. PUBLIC ENTITY CRIME STATEMENT:

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S. for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. (CATEGORY TWO: \$15,000.00).

28. NOTICE:

Any notice required or permitted under this agreement shall be in writing and hand-delivered or mailed, postage prepaid, by certified mail, return receipt requested, to the other party as follows:

FOR COUNTY:

Dent Pierce, Director
Monroe County Public Works
1100 Simonton Street
Key West, Florida 33040

FOR CONTRACTOR:

Linda Gottwald, President
Stand Up for Animals, Inc.
29162 Iris Drive
Big Pine Key, Florida 33043

29. CONSENT TO JURISDICTION:

This agreement shall be construed by and governed under the laws of the State of Florida and venue for any action arising under this agreement shall be in Monroe County, Florida.

30. AUTHORIZED SIGNATORY:

The signatory for the Contractor, below, certifies and warrants that:

- (a) The Contractor's name in this agreement is its full name as designated in its corporate charter.
- (b) He or she is empowered to act and contract for Contractor.
- (c) This agreement has been approved by the Contractor's Board of Directors.

Further, Contractor shall, upon execution of this agreement, provide proof of incorporation and a list of its Board of Directors.

31. CONTRACT REVIEW:

After nine (9) months of initial service, about April 1, 2003, County staff, as designated by the Public Works Director, will review and evaluate Contractor's performance to determine if the services hereunder are being adequately provided under a split system, and to recommend to the County Commission whether the contract should be continued for another year in accordance with the County's renewal option listed in Section 4. Upon reasonable request, Contractor shall allow County staff to access records, operations, and the Shelters' premises in order to facilitate this review and evaluation. Contractor shall respond to any questions by County about the services being provided.

32. ENTIRE AGREEMENT:

This agreement constitutes the entire agreement between the County and the Contractor for the services contemplated herein. Any amendments or revisions to this agreement must be in writing and be executed in the same manner as this agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day first written above.



(SEAL)
Attest: DANNY L. KOLHAGE, CLERK

By: *Jamela Hancock*

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: *[Signature]*

Mayor/Chairman

STAND UP FOR ANIMALS, INC.

By: *Linda Steward*

President

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY.

BY *Suzanne A. Hutton*

SUZANNE A. HUTTON

DATE 6/05/02